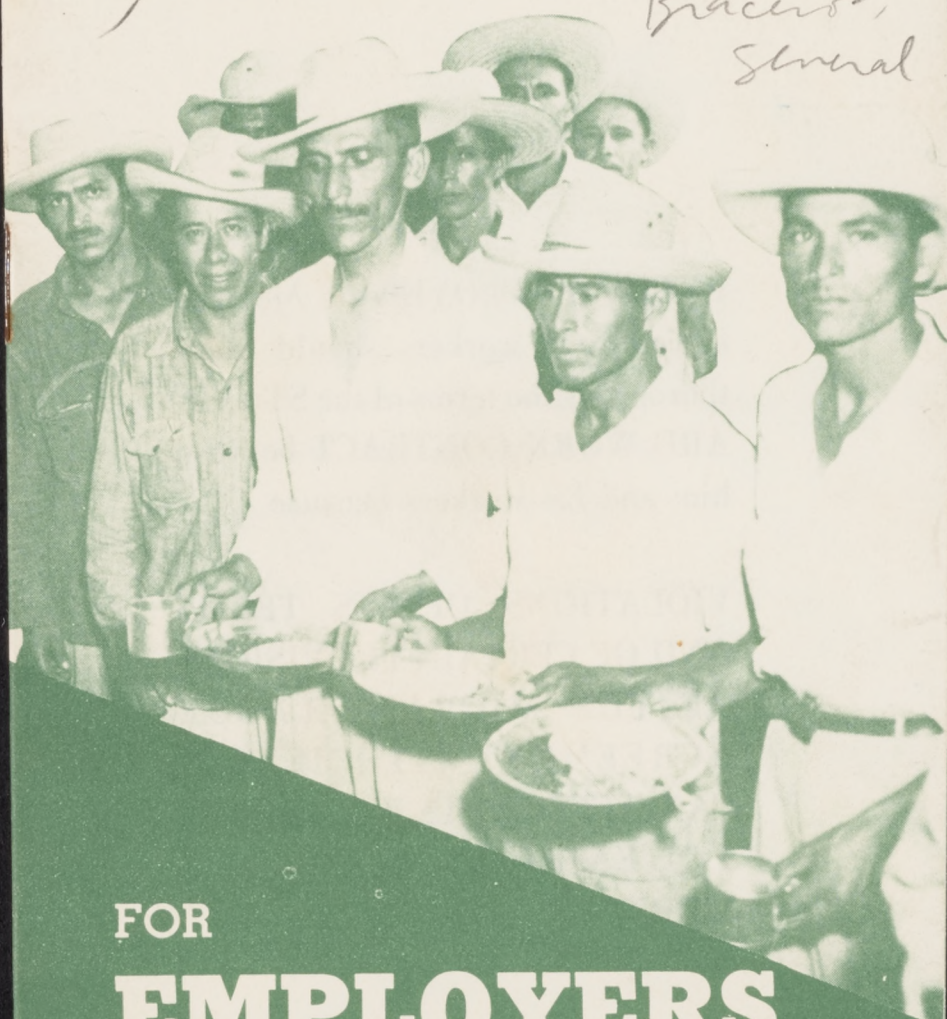


MEXICAN WORKERS

*Braceros,
General*



FOR

EMPLOYERS

OF

CONTRACTED

MEXICAN

WORKERS

IN UNITED STATES
AGRICULTURE

U. S. DEPARTMENT OF LABOR



EVERY EMPLOYER of Mexican agricultural workers should know thoroughly the terms of the STANDARD WORK CONTRACT between him and his workers because

VIOLATIONS OF ITS TERMS AND OF CERTAIN PROVISIONS OF THE MIGRANT LABOR AGREEMENT WITH MEXICO CAN AFFECT HIS ELIGIBILITY TO EMPLOY MEXICAN WORKERS.



Prepared by
Farm Placement Service
UNITED STATES EMPLOYMENT SERVICE

THIS OUTLINE WILL TELL YOU much of what you should know about your obligations under the Contract and the Agreement.

YOUR LOCAL OFFICE

of the State Employment Service can clear any difficulties you may have in understanding your obligations . . .

Or see

a Field Representative of
U. S. Department of Labor

MEXICAN WORKERS ARE A RESERVE

It is the policy of the Federal Government that Mexican workers cannot be admitted to the United States for agriculture unless all practicable sources of our own workers have been exhausted.

For several years our crops have been at high levels of production, while the supply of our seasonal workers has been growing smaller.

Mexican workers can be brought into the United States to be contracted for agricultural employment under legal methods and procedures which insure that the workers are needed at the times and places for which they are contracted, *because a sufficient number of United States workers are not available.*

Thus, Mexican workers in our agriculture are only a supplement to the United States farm labor force.



UNITED STATES WORKERS MUST BE GIVEN PREFERENCE

Qualified United States workers must be given preference for available agricultural jobs under all circumstances.

● A United States agricultural worker may displace a contracted Mexican worker in any agricultural job for which the domestic worker is qualified. If the domestic worker is unemployed, or if he is employed and is looking for a job that takes greater skill, or pays higher wages, he must be given preference over contracted Mexican workers, wherever they may be employed and in any kind of agricultural activity for which the domestic worker is qualified.

● An employer must release all Mexican workers before releasing domestic workers if it becomes necessary to cut down the total number of workers in his employ.

● An employer who employs both Mexican and domestic workers must offer his domestic workers the opportunity to work as many hours per day and as many days per week as he offers the Mexican workers.

An employer may lose the Mexican workers in his employ and his right to contract them if it is found that he is not giving preference to qualified United States agricultural workers. This is a matter of law.

THE SECRETARY OF LABOR OPERATES THE PROGRAM

The Secretary of Labor is authorized by Law to recruit workers from Mexico for U. S. agricultural employers according to provisions of the legislation and of the Migrant Labor Agreement.

In carrying out these responsibilities the Secretary of Labor uses the facilities of each State's public employment service.

The United States arranges with Mexico for recruitment and selection of workers in Mexico. The U. S. pays costs involved in transporting them, furnishing their meals, bringing them to reception center in U. S. for contracting, and returning them from the reception center to Mexico.

The Federal Government guarantees that the employer will meet the terms of his contract with regard to the payment of wages, and to those phases of transportation of workers for which he is responsible.

To protect the Government against losses through its guaranty, and to return to the Government the costs indicated above, each employer who contracts Mexican workers is required to sign an agreement to pay the United States:

- For losses caused by his failure to keep the terms of the contract.
- Established fees for contracting and recontracting workers.
- An amount equal to the normal cost of returning a Mexican worker to the reception center, if the worker is not returned by the employer; except in those cases where the employer can show that:
 1. The worker has returned to Mexico at no cost to the United States, or
 2. Return transportation to the reception center was provided or was paid for.

AN EMPLOYER CAN ENDANGER his eligibility to employ Mexican workers under contract:

If he has been found to have employed Mexican workers illegally.

If he has violated his Contract with a Mexican worker.

If he does *not* provide adequate housing and sanitary facilities.

An individual farm employer may not "loan" workers to another farmer. They *must* be employed on the crops for which they were contracted and only in the kind of agricultural jobs for which a shortage of domestic workers has been certified and for which authorization has been issued.

If workers are contracted by an association of employers for the benefit of its members, the association is the employer, and it has sole authority to assign or to reassign workers to its members.

Mexican workers will not be permitted to work in localities where there is discrimination against them because of nationality.

THE RESPONSIBILITIES OF THE EMPLOYER

Experience has shown that the employer who personally supervises his Mexican workers gets the best results. Fewer difficulties arise when the employer keeps close watch over transportation and personally carries out his responsibilities under the Contract.

TRANSPORTATION

The employer must bear the cost of transporting workers from a reception center to the place of employment and return. This cost includes meals, lodging, and other necessary expenses while workers are traveling.

Transportation by railroad, bus, or airline is regulated for safety by Federal and State governments. If the employer uses his own or other private vehicles to transport Mexican workers, these vehicles must meet the standards of safety and comfort prescribed by the U. S. Department of Labor.

Information about these standards may be obtained from local offices of the public employment services, from reception centers, or from field representatives of the U. S. Department of Labor.

HOUSING AND LODGING

The employer is required to provide for the Mexican worker, at no cost to the worker, clean lodgings that are suitable to the climate, that are equal in quality to those provided for domestic workers in the area, and that have adequate sanitary facilities.

Required standards for housing and living facilities are shown in a statement of housing and facilities, obtainable from local offices of the Employment Service, on which the employer of Mexican workers shows the kind and extent of facilities he has available.

Sleeping quarters must have a minimum floor of 32 square feet for each worker, or 25 square feet per worker where double-decker beds are used.

Cooking and eating facilities, the water supply, sanitation and laundry facilities, and light and heat must meet the requirements.

A false statement about housing and related facilities can make an employer ineligible to employ Mexican workers, and may lead to prosecution under Federal Law.



WAGES

A Mexican worker must be paid the higher of these rates:

- The rate shown in his contract.
- The rate prevailing in the area for the kind of work that he is doing at the time.

It is the responsibility of the employer to be informed of prevailing wages in his area, and of rate changes. The employer may learn the prevailing rates from other employers in the area, from local offices of the public employment service, or from prevailing wage findings posted in those offices or in other public places. Any increases in domestic prevailing wage rates *must* be paid to Mexican nationals when the increases take place.

An employer may pay Mexican workers no less a rate than he pays his domestic workers for similar employment.

Domestic workers must be offered a rate no less than the rate being paid to Mexican workers.

An employer may withhold from a worker's earnings, from one pay period to another and to the end of employment, an amount that will not exceed the sum of 4 days' wages.

Pay periods may not be less frequent than biweekly.



PAY RECORDS

Employers are required to keep payroll records for each Mexican worker. They must show:

- The pay period covered.
- The worker's name and his identification (I-100) number.
- If the employer is an association, the names and addresses of the employers to whom workers are assigned.
- Total earnings.
- The kind of work in which the worker is engaged.
- Hours worked each day and hours when a worker does not work when employment is offered.
- The rate of pay.
- When pay is on a piece-rate basis, the amount of work performed.
- Periods during which meals are provided at no cost to the worker, or are paid for.
- Deductions, including reasons for making them.

Payroll records must be kept for domestic workers in those periods when both domestic and Mexican workers are employed.

Each Mexican worker must be given a copy of his payroll record, prepared in English and in Spanish, for each payroll period. It *must* include the total earnings for the period, the rate of pay, the hours worked, the periods during which meals were furnished without cost to the worker or subsistence was paid, and an itemization of all deductions.

Such records must be made available to representatives of the U. S. Department of Labor, upon request, at reasonable times. The records should be kept for a period of not less than 2 years after expiration of a worker's contract.



DEDUCTIONS

Certain deductions from a worker's pay are permitted under the Contract:

- Those provided by law.
- Advances against wages.
- Payment for voluntary purchases from the employer.
- Value of meals furnished by the employer.
- Adjustment for overpayment of wages.
- Payment for willful damage or destruction of employer property, or refusal to return it.
- Amount of premiums on nonoccupational or life insurance.

No deductions may be made except those listed in the Contract.



MEALS

If an employer has facilities for providing meals to workers, the Mexican worker has the choice of obtaining meals there or of preparing his own meals. The choice must be made within the first week of employment.

If the Mexican worker chooses to eat the meals provided by the employer, such meals must be provided on the same basis as for domestic workers. Charges must be at actual cost to the employer, but may not exceed \$1.75 for three meals each day.

If the employer has no eating facilities, then he must, on request of the Mexican worker, provide necessary facilities for cooking and for eating, including fuel ready for use.

In any 2 consecutive payroll weeks in which a Mexican worker works more than 64 hours, the worker's meals are at his own expense. If a worker is offered less than 64 hours of work in the 2-week period, the employer must furnish 3 meals, or pay the daily subsistence rate in the contract for each 8 hours—or fraction thereof—that the hours of work offered are less than 64.

The employer must furnish meals to the worker, free of cost, or pay the subsistence rate to him, during the period when the worker is waiting for the employer to provide transportation from the place of employment to a reception center, and when he is not given an opportunity to work.

GUARANTY OF EMPLOYMENT

Contracts may be made for no less than 6 weeks, or for no longer than 6 months—except that in special cases Contracts may be made for 4 weeks.

In Contracts of 6 weeks or longer the employer guarantees that the Mexican worker will be given the opportunity to work on at least three-fourths of the workdays of the total period for which the Contract is made, including any extensions.

In a 4-week Contract, the worker is guaranteed the opportunity to work not less than 160 hours during that period.

TRAINING PERIOD

During his first 48 hours of employment at piece rates, the Mexican worker is guaranteed a minimum wage of \$2.00 for each 8 hours of work.

THE WORK DAY

Eight hours of every calendar day except Sundays, New Year's Day, July 4, Labor Day, Thanksgiving, and Christmas are considered a workday.

A Mexican worker may not be required to work on these days, or for longer than 8 hours in one day, unless he so wishes.

For purposes of the employment guaranty, the total of all hours worked, including those hours worked beyond the 8-hour day and on Sundays and holidays, determines whether the employment guaranty is met.

GUARANTEED PAY

If the Mexican worker is offered less employment than is guaranteed in his Contract, he must be paid the amount he would have earned in the guaranteed period, at his average hourly rate.

GRACE PERIOD

If a worker is needed after his Contract has expired, he may be employed, if he desires, for not more than 15 days without an extension of his Contract, during which time the Contract provisions remain in force. The worker must be returned to a reception center within the 15-day period.

EXTENSIONS

A Contract may be extended, without charge, through arrangements made by the employer with his local public employment office. If the work is to be performed within the same general area, an extension may be made for a minimum period of 15 days. If the work is to be in another area, the extension must be for at least 6 weeks.

All extensions require the consent of the worker, of a representative of the U. S. Department of Labor, and of the Mexican consul.

FURLONGHS

Furloughs of not more than 15 days may be arranged between a worker and his employer, with notice to a Mexican consul within 5 days of agreement.

A furlough of more than 15 days must be agreed upon by the worker and the employer and approved in writing by a Mexican consul and a representative of the U. S. Department of Labor.

All furloughs that are made within the last 15 days of a 6-week Contract, or the last 30 days of a longer Contract, must have the approval of a Mexican consul and a representative of the U. S. Department of Labor.

PERSONAL INJURY AND DISEASE

Mexican workers must be given the same protection with regard to medical care and to compensation for personal injuries and disease as is provided for domestic workers by the law of the State in which they are working.

In the absence of applicable State law, the employer is required:

To obtain insurance, or to obtain a bond to insure payment of certain scheduled benefits included in the Contract.

To pay all costs of medical, surgical, and hospital care where personal injury or disease arise out of and during the course of employment.

To provide for a Mexican worker who is unable to work because of a work-connected injury or disease, daily subsistence for a period not to exceed 6 weeks, except for any period when the worker is hospitalized.

The employer should post in the workers' quarters a notice written in Spanish, informing the workers that they must notify the employer of personal injury or disease within 30 days of its evidence.



NOTIFICATIONS REQUIRED OF AN EMPLOYER

The employer must give 10 days' notice of the completion of a Contract to the Mexican consul in the area and to a representative of the U. S. Department of Labor.

If a Mexican worker dies, the employer must notify promptly a Mexican consul, a representative of the U. S. Department of Labor, and the Immigration Service.

A Mexican consul and a representative of the U. S. Department of Labor must be notified in case of serious accident or of illness of a Mexican worker.

If a Mexican worker "skips" (abandons his job), the employer must promptly notify a representative of the U. S. Department of Labor, the Immigration Service, the Mexican consul, and the reception center through which the worker was contracted.

WORKER REPRESENTATIVES

Mexican workers have the right to elect their own representatives as spokesmen in maintaining the Contract, and employers are obligated to recognize such representatives.

TOOLS AND EQUIPMENT

The employer must provide for the Mexican worker, without cost to him, the tools, supplies, or equipment which are needed to perform his duties.



THE FIELD STAFF

The U. S. Department of Labor maintains a staff of representatives in the field whose specific duties are to assist employers of Mexican workers in understanding their obligations under the Contract and the Agreement.

They make periodic inspections of employer payrolls and premises, and investigate claims of violations; but their principal function is to see that terms of the Agreement and the Contract are met by all parties, and that agricultural employers, United States farm workers, and Mexican workers are given the protection and the benefits that can result from a properly administered Mexican worker program.



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THIS PAMPHLET IS ISSUED FOR GENERAL INFORMATION TO EMPLOYERS OF CONTRACTED MEXICAN WORKERS. IT DOES NOT HAVE THE EFFECT OF LAW, REGULATION OR RULING.



FARM PLACEMENT SERVICE

United States Employment Service
and affiliated State agencies.